



Worksite Agreement

(Each project/location requires a separate worksheet)



This Agreement is made between _____ hereafter called **AGENCY**, and _____ hereafter called **EMPLOYER**. These parties agree that the **EMPLOYER** shall provide work experience and supervision to MoWorksTogether participants at Worksites in accordance with the General Assurances which are part of this contract.

WORKSITE INFORMATION	Company Name:	
	Federal Employer ID Number (FEIN)	
	Address	
	City, State, Zip Code	
	Telephone Number	
	Contact Person	
	Collective Bargaining Agent (If Applicable)	
	Worksite is: () Government () Private Non-Profit	

	WORKSITE POSITION TITLES	NUMBER OF POSITIONS	SUPERVISOR NAME
WORKSITE INFORMATION			

Signature of Employer/ Authorized Representative	Type/Print Name	Title	Date
Signature of Agency/ Authorized Representative	Type/Print Name	Title	Date

For additional information about Missouri Office of Workforce Development services, contact a Missouri Job Center near you.

Locations and additional information are available at jobs.mo.gov or 1-888-728-JOBS (5627).

The Missouri Department of Higher Education and Workforce Development is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Missouri TTY users dial 711

Worksite Agreement – General Assurances

1. **AUTHORITY:** This Agreement is executed pursuant to the Workforce Innovation and Opportunity Act, 29 U.S.C. 2801, *et seq.*, as amended (“WIOA”), and Final Regulations, 20 C.F.R. Part 652, *et al.*
2. **WORK DESCRIPTION:** An individual served under this Agreement will be referred to as “participant”. A Job Description will be provided to each participant served under this Agreement. The participant will not start work until all required parties have signed the “Worksite Agreement”. The **EMPLOYER** and **AGENCY** shall work together to determine the most efficient process for collection of timesheets to ensure prompt payment to participants.
3. The **EMPLOYER** agrees to provide work experience for the MoWorksTogether participant as follows and ensure that:
4. No participant exceeds 2,040 hours or 12 months of employment, whichever occurs first.
5. Wages which are determined through the **EMPLOYER** and are paid through the **AGENCY** are comparable to wages paid to other employees with commensurate skills and experience.
6. Each **EMPLOYER** Worksite supervisor shall be provided a Worksite Supervisor Orientation for the program.
7. The **EMPLOYER** shall provide the participant with an orientation to the requirements of the job, work rules, expectations, hours of work, and any other special requirements of the **EMPLOYER**.
8. The **EMPLOYER** will provide a sufficient quantity of work to fully occupy participant.
9. The **EMPLOYER** Worksite shall notify MoWorksTogether program staff of participant terminations.
10. The **EMPLOYER** agrees to provide the instruction, supervision of employees, supplies, etc. that are necessary for the participant to conduct their job duties.
11. The **EMPLOYER** will agree to absorb all financial liability for any costs that may result from damage caused by the participant.
12. The **EMPLOYER** will ensure that accurate time and attendance records are completed on a daily basis and that the hours recorded will only reflect the hours the participant worked.
13. The **EMPLOYER** will treat MoWorksTogether participants in the same manner as other employees in regards to disciplinary action.
14. The **EMPLOYER** will ensure that the tasks the participant performs services designed to save lives and alleviate suffering of those impacted by the opioid crisis.
15. The **EMPLOYER** will notify the **AGENCY** when all tasks have been completed at the Worksite.
16. The **EMPLOYER** will ensure that no participant will be involved in any sectarian or political activities.
17. The **EMPLOYER** will retain an “Emergency Contact” form for each participant.
18. The **EMPLOYER** will make appropriate contact with the Department of Natural Resource to ensure activities are not negatively impacting endangered species or their habitats, as applicable.
19. **MONITORING:** The **EMPLOYER** understands that the **AGENCY**, the Office of Workforce Development, U.S. Department of Labor, or other such related agencies may monitor this Worksite to ensure compliance with rules and regulations.
20. **EMPLOYEE DISPLACEMENT/REPLACEMENT:** No participants shall displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of date of participation). A participant in a program or activity may not be employed in or assigned to a job if:
 - (1) Any other individual is on layoff from the same or any substantially equivalent job;
 - (2) The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the DRJP participant; or
 - (3) The job is created in a promotional line that infringes in any way on the promotional opportunities of current employed workers.
 - (4) Regular employees and participants alleging displacement may file a complaint under the applicable grievance procedures found at 20 C.F.R. Part 667.600. (WIOA Section 181)
21. **WORKERS COMPENSATION:** The **AGENCY** is responsible for job related injuries to the participant and will provide insurance through Workers Compensation or other adequate medical and accident insurance. The **EMPLOYER**/Worksite supervisor **MUST** contact the **AGENCY** immediately upon a workplace injury of a participant and complete the necessary forms.
22. **HEALTH AND SAFETY:** The participant will complete the same type of job duties as other regular employees. Participants employed or trained in inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.
23. The **EMPLOYER** agrees to maintain sanitary facilities, safe working conditions, within a drug-free workplace and compliance with the OSHA and Child Labor Laws and age laws of the Fair Labor Standards Act (FLSA) provided to the training site by the program staff.
24. **INAPPROPRIATE ACTIVITIES:** The **EMPLOYER** will not place participants in unapproved activities. If participants are assigned to unapproved activities, participant(s) will be immediately removed from the work site.
25. **NEPOTISM:** No participant may be placed in an employment activity of a member of that person’s immediate family is directly supervised by or directly supervises that individual.
26. **UNION COMPLIANCE:** The **EMPLOYER/AGENCY** will ensure this work experience will not impair existing contracts for services or collective bargaining agreements. When a program or activity authorized under title 1 of WIOA would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins. (29 C.F.R. Part 667.270(b))
27. **DISCLOSURE OF CONFIDENTIAL INFORMATION:** The **EMPLOYER** agrees to maintain the confidentiality of any information regarding applicants and trainees, or their families, which may be obtained through application forms, interviews, tests, and reports from public agencies, counselors or any other source.
28. **EQUAL OPPORTUNITY:** The **EMPLOYER** agrees not to discriminate against any participant because of age, race, creed, color, religion, political belief or affiliation, sex, national origin, ancestry or disability. The **EMPLOYER** further agrees that it will take affirmative action to ensure that applicants are employed, and that employees are treated without discrimination during employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation and selection for training, including apprenticeship. (WIOA Section 188)
29. **AMERICAN WITH DISABILITIES ACT:** The **EMPLOYER** shall comply with the Americans with Disabilities Act of 1991, Public Law 101-336, or as amended and associated code of federal regulations published in the Federal Register as applicable to the **EMPLOYER** directly or indirectly as recipients of contracted funds for the State of Missouri.
30. The **EMPLOYER** will perform its duties in accordance with the Workforce Innovation and Opportunity Act and the regulations, procedures and standards promulgated there under, as well as any subsequent legislation, regulations, procedures and standards enacted in substitution or in addition thereto.
31. **RELATIONSHIP OF PARTIES:** The **EMPLOYER** does not become the agent of the **AGENCY** for any purpose pursuant to this contract and will make no representation of any such agency. In agreeing to employ and provide training for the participant, the **EMPLOYER** understands that this does not make the participant an employee or agent of the **AGENCY**.
32. **TERMINATION OF AGREEMENT:** The **AGENCY** may terminate, effective immediately, performance of work under this Agreement if, for any reason, the **AGENCY** determines that such termination is in the best interest of the program. The **AGENCY** may also cancel this Agreement if it determines that the **EMPLOYER** has failed to provide any of the training specified or failed to comply with any of the other provisions contained in the Agreement or any other program requirement. **EMPLOYER** may terminate this Agreement for any reason upon sixty (60) days prior notice to **AGENCY**. **EMPLOYER** may also cancel this Agreement if it determines that **AGENCY** has breached any provision contained in the Agreement or any other program requirement. **EMPLOYER** may remove a participant following appropriate disciplinary protocol and request an acceptable replacement to provide the services under the Agreement, following due diligence between the **EMPLOYER** and **AGENCY** to resolve issues.
33. **AVAILABILITY OF FUNDS:** This contract is predicated on the continuing availability of funds from the Office of Workforce Development.

Acknowledgement: I have received the above information. Employer’s Initials: _____ Date: _____